

ACE Tempest RE USA, LLC, ACE American Insurance Co., Ace Limited, Oil Casualty Insurance, and Chevron Texaco; In the 152nd Judicial District Court of Harris County, Texas.¹

4. Defendant was served with the suit on February 5, 2013 and has answered and appeared in the 152nd Judicial District Court of Harris County, Texas. Defendant files this notice of removal within the 30-day time period required by 28 U.S.C. §1446(b).

5. All pleadings, process, orders, and other filings in the state court action are attached to this notice as required by 28 U.S.C. §1446(a), as follows:

Exhibit "A": Index of Matters Filed;

Exhibit "B": Executed Process;

Exhibit "C": All Live Pleadings;

Exhibit "D": Docket Sheet and Court Orders;

Exhibit "E": List of Counsel of Record.

A copy of this Notice is also concurrently being filed with the state court and served upon the Plaintiff.

6. Venue is proper in this district under 28 U.S.C. §1441(a) because the state court where the action has been pending is located in this district and division.

Basis for Removal

7. Removal is proper because there is complete diversity of citizenship between the parties. 28 U.S.C. §1332(a); *Darden v. Ford Consumer Fin. Co.*, 200 F.3d 753, 755 (11th Cir. 2000). Plaintiff is a resident citizen of the State of Texas. Plaintiff alleges that all of the Defendants are foreign corporations. Defendant does not contest any of the Plaintiff's jurisdictional allegations.

¹ The caption of Plaintiff's suit would suggest that he has asserted claims against the Texas Insurance Commissioner, however, upon reading the allegations, Plaintiff is not asserting any claims for relief against any State agency; instead, he has sought to serve certain defendants through the Texas Insurance Commissioner.

8. Plaintiff has alleged claims for violations of the Texas Insurance Code, breach of the duty of good faith and fair dealing, violations of the Texas Deceptive Trade Practices Act, and claims for exemplary damages, all of which are related to Plaintiff's claims for benefits to which he was entitled for his work related injuries. Although Plaintiff has not plead a specific measure of damages, it is more likely than not that should Plaintiff prevail, damages would exceed \$75,000.00. Accordingly, the amount in controversy exceeds \$75,000.00, excluding interest costs, and attorney fees. 28 U.S.C. §1332(a).

9. Defendant has been served with a summons and within the 30 days of same, hereby files its Notice of Removal. No other Defendant has answered or appeared as of the date of this filing.

10. Oil Casualty Insurance Limited has been served with process but has not yet filed an answer in State District court. Further, the Harris County District Clerk has not received a return of citation. Nevertheless, counsel for Oil Casualty Insurance has communicated his client's consent to this removal.

Conclusion and Prayer

11. Plaintiff is a citizen and resident of Texas. All Defendants are corporations organized under the laws of other States and each has its offices outside of Texas. There exists complete diversity of citizenship with respect to the parties in the case. Further, the amount in controversy will reasonably exceed \$75,000.00. For these reasons, Defendant respectfully requests the court to remove this action to this federal court.

Respectfully submitted,

/s/ Jeffry P. O'Dea

By: _____

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**ATTORNEYS FOR DEFENDANT
ACE AMERICAN INSURANCE CO.**

CERTIFICATE OF SERVICE

I certify that a copy of Defendant's Notice of Removal was served on Plaintiff Scottie Jones, Pro Se, at 7816 King Street, Houston, Texas 77028, on this 1st day of March, 2013.

/s/ Jeffrey P. O'Dea

JEFFRY P. O'DEA